

## General Terms and Conditions of Purchase (GTCP)

### 1. General terms

- 1.1. All our purchases are based on "General Terms and Conditions of Purchase (GTCP)" set out below.
- 1.2. Our GTCP are deemed to be recognized by Supplier no later than on shipment of the delivery. They continue to be deemed as recognized within an ongoing business relationship.
- 1.3. The terms and conditions of trade issued by the supplier, irrespective of their content or designation, are applicable on principle, even if not explicitly refused by us, only as far as they do not deviate from our GTCP, unless a different agreement has been made explicitly in writing.
- 1.4. Any modifications or supplements to these GTCP and/or to other contractual provisions are binding only when made explicitly in written form.
- 1.5. In the event of any of the provisions contained in these GTCP being or becoming irrelevant for any reason, they shall remain extant to the still relevant scope.
- 1.6. In case of written Supply Agreements or Contracts (Agreement) signed between the Supplier and Thermaflex, this GTCP shall prevail unless defined differently in such Agreement.

### 2. Price

- 2.1. The prices quoted by us in purchase order (PO) are final and subject to statutory value-added tax. Any subsequent increases, in particular provisions that the prices valid at the time of delivery are applicable, as well as any other price escalation, price adjustment and market price clauses, are not recognized unless we give our explicit consent to such provisions in writing.
- 2.2. The agreed prices are calculated free to the consignee's address, inclusive of packaging and transport costs, if nothing to the contrary is agreed in writing. If the transport is to be charged to us, the supplier shall select the most cost-effective but appropriate means of transport.
- 2.3. Invoices must be sent to [invoices-tip@thermaflex.com](mailto:invoices-tip@thermaflex.com) and must detail the order number, the item number, and the agreed prices.
- 2.4. The period allowed for payment as quoted in the PO starts on the date on which the invoice is being received.



- 2.5. Unless otherwise stated or agreed, we pay invoices after 14 days with a 2% discount or after 60 days net.

### 3. Delivery, passing of risk

- 3.1. The delivery dates or periods quoted by us are binding and must be strictly observed. The supplier is under obligation to notify us immediately, and within 7 days at the latest if a delay in delivery is predicted. If delivery is delayed for reasons beyond the control of the supplier (force majeure), the delivery period can be extended by mutual agreement, providing notification is given in time.
- 3.2. In the event of default in delivery or failure to comply with the specifications or other instructions contained in the acknowledgement of the PO, we are entitled, after fixing a time limit with a warning of rejection in writing, to revoke the contract in whole or in part or to claim compensation for total or partial non-fulfilment. These rights are due to us even if the supplier is in default with only a part delivery or if he fails to notify us of predictable delays in delivery within the stipulated period.
- 3.3. Any restriction of our rights in the event of total or partial delay in delivery, total or partial inability to deliver, or infringement of other contractual or precontractual duties of the supplier is ruled out, in particular any restriction of liability for gross negligence, restriction of liability for vicarious agents, and restriction of the scope of liability.
- 3.4. Exceptional circumstances beyond the scope of our influence, which entail a reduction in our consumption or prevent us permanently or temporarily from taking over or shipping out the ordered goods, or which impede or delay the takeover, entitle us, without our being committed to pay compensation, to revoke the contract in whole or in part. This right is applicable in cases of force majeure, war, warlike events, natural disasters, interventions or acts by authorities, unrest, operational stoppages, or cutbacks of any kind for which we are not to blame, as well as strikes and lockouts.
- 3.5. Only after takeover of the goods at the unloading location of the destination is the risk of shipment transferred to us unless otherwise agreed in writing.
- 3.6. The supplier shall insure the materials against transport damage to the place of use at his own expense unless otherwise agreed in writing.
- 3.7. For each consignment, the supplier shall send two copies of a delivery note to us. The invoice is not deemed to be a delivery note.
- 3.8. All consignments must be marked by Supplier with the order number and the item numbers quoted in the PO and the delivery location.
- 3.9. A time window for the delivery to Thermaflex warehouse may need to be coordinated with Thermaflex prior to the effective delivery date if so indicated in our PO. If fail to do so, we may reject the delivery and make the supplier responsible for potential cost or additional charges.
- 3.10. Deliveries are considered on time if they are received  $\pm 1$  day from requested delivery date and in full if the delivered quantity does not deviate more than 3%. If deliveries fail the mentioned percentage, Thermaflex reserves the right to reject the delivery.



- 3.11. In case of a delayed delivery, we charge 5% of the value of the delayed products for each week. The maximum sanction is 25%. Furthermore, if the delay exceeds 28 days, we have the right to return the delayed products unconditionally at the Supplier's expense and we will invoice the realised sanction fees from the Supplier.

#### 4. Acceptance

The equipment or materials ordered with the PO are subject to acceptance by us. Such acceptance does not discharge the supplier from the given warranty. The costs incurred in acceptance (e.g. sending an inspection engineer to the supplier's factory) shall be borne by us. The costs of specified preliminary inspections (e.g. by the Technical Inspectorate) shall be borne by the supplier.

#### 5. Supplier's warranty

- 5.1. The supplier gives a 24-month warranty on the faultlessness, the presence of assured characteristics, and the working order of the consignment. If assembly and commissioning are necessary, the 24-month period is calculated from the time of commissioning; in the event of assembly being delayed, the warranty period is not more than 36 months, calculated from the date of shipment. The warranty covers any fault resulting from imperfect material, faulty workmanship, or design. It also applies in full scope to goods and parts obtained by the supplier from subcontractors.
- 5.2. In the event of hidden defects, we are not bound to any deadline for filing a notice of defect. Visible defects are only those which are apparent even when an inspection of the product is conducted with no technical aids, without any closer inspection or testing being needed for this purpose. We are not obliged to take random samples.
- 5.3. Notice of visible defects will be filed by us with the supplier immediately upon their discovery but not later than 12 months from the invoice date; within this period we will also report any hidden defects that become apparent.
- 5.4. If defects are ascertained by us, we can demand a reduction in the purchase price, reversal of the contract, or the immediate delivery of defect-free goods against return of the delivered goods, at our option. This applies even if the defects become apparent only to one of our customers or his customers or another customer, in the event of claims under warranty being filed against us on account of these defects.
- 5.5. Replacement delivery under warranty is subject to a new, independent warranty period.
- 5.6. All incidental expenses incurred through the obligation under warranty, in particular freight and transport costs, shall be borne by the supplier.

#### 6. Other obligations on the part of the supplier

- 6.1. The supplier guarantees that neither patent rights nor copyrights are infringed, and that the rules against unfair competition are not breached by his delivery. The supplier shall reimburse us for all expenditure and damage resulting from any breach of this obligation and shall exempt us from all current and future claims by third parties.
- 6.2. All drawings and other documents which are placed at the disposal of the supplier remain our property. Use of the drawings or documents is authorized only within the scope of the



placed order; any other use is forbidden. If such documents are sent with the enquiry, they must be returned with the offer; if they are sent with the written order, they must be returned to us immediately on completion of the work.

- 6.3. Details about the equipment or materials supplied under PO must not be used for advertising purposes. Nor is the supplier authorized to mention our name in this context unless we have given our consent in writing.

## 7. Observance of secrecy

- 7.1. Any know-how placed by us at the disposal of the supplier remains our absolute property and must not be passed on to third parties or used for the supplier's own purposes. The same applies to newly developed know-how acquired in cooperation between the supplier and us as well as to machinery, tools, production methods and equipment developed together with us.
- 7.2. Any material provided by us for testing purposes may be used only for the tests prescribed by us. Produced parts, faulty parts and residual items must be returned to us in full.
- 7.3. The supplier gives his assurance that the personnel appointed to execute the order are under obligation to observe strict secrecy. He shall ensure that unauthorized persons have no access to documents.
- 7.4. Should it be necessary to pass on to subcontractors any documents belonging to us according to section 6 (or subject to observance of secrecy according to section 7) for the development of a project, our prior written consent must be obtained.

## 8. Liability

- 8.1. Claims for compensation on the part of the supplier can be asserted, irrespective of the legal grounds from which they are derived, only if we, our legal representatives, or vicarious agents have infringed the contractual obligations at least with gross negligence. The liability for compensation is limited to the contract-typical damage predictable on conclusion of the contract.
- 8.2. Penalties for breach of contract and flat-rate penalties of any kind, including flat-rate computations of interest on arrears, are binding for us only if an explicit written agreement has been concluded on this matter.

## 9. Applicable law

All our POs, orders, and contracts, i.e., even if the supplier is domiciled abroad, are subject solely to Polish law unless otherwise agreed in writing.

## 10. Place of performance, place of jurisdiction

- 10.1. The place of performance for all deliveries and payments is the Billing and Delivery Address as mentioned in the respective PO.
- 10.2. The place of jurisdiction for any legal disputes is Court in Wrocław.



### 11. Right of assignment

Claims against us cannot be assigned to third parties without our written consent.

### 12. Amendments

Any deviations from these GTCP are invalid unless confirmed by us in writing.

### 13. Publicity

You may not, without our prior written consent, issue any press release or announcement, advertise or publish the fact that we have contracted to purchase goods or services from you, disclose information relating to PO, or use our name or trademarks, or the names or trademarks of any of our affiliates or customers.

### 14. Insurance

You agree to maintain such public liability insurance (including without limitation workers compensation, employer's liability, comprehensive general liability, product liability and property damage insurance) as will adequately protect us in the event of any liability arising under PO and, upon our request, you will provide us with evidence of such insurance.

### 15. Compliance

- 15.1. You represent and warrant that your performance under PO will be consistent with those standards set out in Thermaflex Supplier Code of Cooperation, a copy of which you have received with the first PO. You agree to notify us promptly in the event you become aware that your performance hereunder does not comply with applicable law or Thermaflex Supplier Code of Cooperation.
- 15.2. You represent and warrant that you will comply with all applicable laws and regulations, relating to import/export matters. You will also obtain all applicable permits and licenses necessary to perform your obligations under PO, and upon our request, will provide us with copies of such permits and licenses.
- 15.3. Unless otherwise stated or agreed, you represent and warrant that Products are complying with EU building products regulations, including CE-marking and you will provide respective declarations and/or test results on request. Costs of such test and declarations are solely born by the Supplier.
- 15.4. You will mark each Product, and, as appropriate, Product packaging, labels, and invoices with the country of origin for the Product, in accordance with the applicable trade and customs laws. You will also provide acceptable and auditable documentation that establishes the country of origin for Product, including without limitation, certifications of origin for Products qualifying for EFTA/EU and other preferential duty provisions, as applicable. Before shipment you agree to check whether the material is dangerous according to applicable dangerous goods transportation regulations and to comply with any similar requirements in any other jurisdictions to which we inform you the goods is likely to be shipped. When shipping the goods, the goods must be defined in accordance



with UN hazard classes and packed and marked, and dangerous declarations shall be made according to criteria of transportation mode.

## 16. REACH Compliance

- 16.1. Thermaflex does not accept any deliveries of materials or substances, classified, or listed as SVHC, Annex XIV, Annex XVII according to REACH (Regulation (EC) Nr. 1907/2006)
- 16.2. POPs according to Regulation (EC) 2019/1021
- 16.3. RoHS restricted materials according to RoHS directive (2011/65/EU)
- 16.4. Materials or substances that contain listed substances above the permissible limit values may only be delivered by the supplier to Thermaflex with written approval. The supplier must inform proactively and immediately about any new listing or intended listing of materials delivered to Thermaflex (or any material being used to produce the supplied material).
- 16.5. Any related changes to above regulations must be communicated to Thermaflex.
- 16.6. The safety data sheet of any material being supplied to Thermaflex must be updated latest after 2 years and after any changes and must be sent proactively.

Version: 2023-09-14